

SP0400-00-R-0626

NOTICE TO CONTRACTORS: Per FAR 52.102, the majority of clauses, provisions, notices are included in this document by reference. When a clause, provision, or notice has a fill-in to provide or collect data or when a DSCR note is appended to a FAR/DFARS clause or provision, only the paragraph(s) relating to the fill-in and the text of the DSCR Note are included in this document. The full text of the clause, provision, notice will not be printed herein. FAR Clause 52.252-2 (Sec I) and FAR Provision 52.252-1 (Sec L) provide on-line sites for accessing the full text.

**A0 12-1 NOTICE TO OFFERORS - COMMERCIAL ITEMS
DSCR (MAY 1999)**

This x Firm Fixed Price/ Fixed Price with EPA Acquisition is:

[x] Unrestricted
[x] Targeted Industry Category (TIC)

SIC: 3724 Size Standard: 1000
DPAS Rating (15 CFR 700): D0A1

F.O.B.: [] Destination [x] Origin
Inspection Point: [] Destination [x] Origin
Acceptance Point: [] Destination [x] Origin
[] Inspection and Acceptance will take place at:
Origin - First Shipment Only
Destination - Subsequent Shipments

The reference to Provision 52.215-10 in Block 9 of the Standard Form 33, Solicitation and Offer, is changed to 52.212-1(f).

Offers submitted in other than U.S. currency and English language may be rejected.

Addenda to FAR 52.212-1 are provided in Sections K - M of the solicitation.

Addenda to FAR 52.212-4 are provided in Sections C - I of the solicitation.

A2 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (APR 1998)

DSCR NOTE:

DSCR has in place a process to mediate two types of contract disputes: (1) contract claims filed pursuant to the Contract Disputes Act of 1978, as amended, 41 U.S.C. 601-613, (CDA), prior to issuance of a final decision by the contracting officer, that arise as a result of either a contractor or government claim, except for proposed Terminations for Cause, and (2) other contract disputes, resulting from an issue in controversy, that the contracting officer determines suitable for mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their dispute voluntarily and produce a solution that is acceptable and beneficial to both. After unassisted negotiations over an issue in controversy have proven ineffective in either situation, the contracting officer will contact the contractor seeking to resolve the dispute through mediation. In either situation, a contractor's decision not to engage in mediation shall be conveyed in writing to the contracting officer.

Mediation undertaken pursuant to this process does not waive the statutory time limitations of the CDA, within which a contracting officer must issue a final decision on a claim filed pursuant to the CDA, as expressed in FAR Clause 52.212-4, Contract Terms and Conditions - Commercial Items, paragraph (d) disputes. If mediation is unsuccessful, the parties retain their existing rights under the CDA. DSCR (MAY 1999)

A4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 1999)

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive

orders applicable to acquisitions of commercial items or components:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- X (3) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers With Disabilities (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

**A7 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS
(JUN 1999)**

DSCR NOTE:

The DUNS Number may be provided as instructed in 52.212-1(j) above or may be inserted in the space provided below.

DUNS Number: _____
DSCR (JUN 1999)

A9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 1999)

ALT I (OCT 1998)

ALT III (JAN 1999)

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (3) Taxpayer Identification Number (TIN).

[] TIN: _____
[] TIN has been applied for.
[] TIN is not required because:
[] Offeror is a nonresident alien, foreign

corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

- (4) Type of organization.

[] Sole proprietorship;
[] Partnership;
[] Corporate entity (not tax-exempt);
[] Corporate entity (tax-exempt);
[] Government entity (Federal, State, or local);
[] Foreign government;
[] International organization per 26 CFR 1.6049-4;
[] Other _____.

Continued on next page

- (5) Common Parent.

[] Offeror is not owned or controlled by a common parent:
[] Name and TIN or common parent:

Name _____
TIN _____

- (c) Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) Small disadvantaged business concern.
[Complete only if the offeror represented itself as a small

business concern in paragraph (c)(1) of this provision] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph(c)(1) of this provision] The offeror represents that it ☐ is a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not a emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(Check one of the following):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either --

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in Disadvantaged ownership and control has occurred since its certification, and , where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104 (c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application

is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) (The offeror shall check the category in which its ownership falls):

☐ Black American.
☐ Hispanic American.
☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
☐ Individual/concern, other than one of the preceding.

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
Continued on next page

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) (1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each

establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(h) (1) The offeror and/or any of its principals [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

A11 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(c) Representation of Extent of Transportation by Sea.

(2) The Offeror represents that it --

[] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

A13 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- X 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- X 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10a - 10d, E.O. 10582).
- X 252.225-7007 Buy American Act - Trade Agreements-Balance of Payments Program (41 U.S.C. 10 a - 10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- X 252.225-7012 Preference for Certain Domestic Commodities.
- X 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- X 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- X 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- X 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program.
- (Alternate I) (41 U.S.C. 10a - 10d and 19 U.S.C. 3301 note).
- X 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- X 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

DSCR NOTE: Clause is self deleting if paragraph (c) of DFARS Clause 252.212-7000 indicates supplies will be transported by sea.

SECTION B

B21B 11-9 POPS - PRODUCT INFORMATION: DSCR (JAN 1996)

Offerors are required to provide the following information regarding the items offered:

MANUFACTURER'S NAME

PART NUMBER/CATALOG NUMBER

Offerors shall write/type this information on the schedule of items below each item description unless such information has already been identified in the item description.

B24A 14-1 FACSIMILE BIDS/PROPOSALS DSCR (MAR 1999)

(a) Facsimile bids/proposals, amendments (including FPRs), and withdrawals will not be considered unless authorized in the solicitation by either Provision 52.214-31, Facsimile Bids, or 52.215-5, Facsimile Proposals (Sec L). IF NEITHER PROVISION IS IN THE SOLICITATION, FACSIMILE TRANSMITTED DATA AS DESCRIBED ABOVE SHALL BE REJECTED.

(b) In solicitations that do contain either Provision 52.214-31 or 52.215-5, bidders/offerors are notified that for bid/proposal security reasons the FACSIMILE EQUIPMENT AS IDENTIFIED IN THE PROVISION IS NOT LOCATED AT THE PLACE DESIGNATED FOR RECEIPT OF BIDS/OFFERS. REGULAR INTEROFFICE MAIL PICK-UP OF FACSIMILE TRANSMISSIONS OCCURS AT 10:30 A.M. AND 1:30 P.M. DAILY.

(1) Bids, bid amendments, and bid withdrawals received by the facsimile equipment prior to 10:30 a.m. on the day of bid opening will be presumed to have been received on time.

(2) Proposals, amendments to proposals, withdrawals of proposals, and FPRs received by facsimile equipment prior to 1:30 p.m. on the day of closing will be presumed to have been received on time.

**Continued on next page
B33C 17-13 POPS-GENERAL SOLICITATION NOTICE
DSCR (SEP 1999)**

Delivery orders may be placed during the ordering period identified in FAR Clause 52.216-18, Section I. The acquisition contains provisions for 3 option years. (See Section I, DSCR Clause 52.217-9G08.)

B50G 39-1A YEAR 2000 (Y2K) COMPLIANCE NOTICE

Items provided shall be Year 2000 compliant. Year 2000 compliant used with respect to information technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. (98210)

B68 47-3A DSCR FORM P-41 FREIGHT SHIPPING INFORMATION (OCT 1999)

Freight shipping addresses and scheduling instructions, if applicable, are available in Section 3 of the DSCR Master Solicitation
<http://www.dscr.dla.mil/procurement/mastersol.htm>.

SECTION C

**C3 52.211-9G33 POPS - COMPUTER COMPATIBILITY
DSCR (NOV 1998)**

(h) The following vendor EDI/Y2K information applies (vendor fill-in):

EDI/Y2K Point(s) of Contact:

Phone Number(s):

Value Added Network (VAN):

ISA07 Qualifier:

ISA08 identifier:

GS03 Identifier:

SECTION D

**D41 52.211-9G45 POPS-SPECIAL MARKING INSTRUCTIONS
DSCR (JUN 1999)**

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to the requirements of paragraph 5.1.6.2., Markings of ASTM D3951-95, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums.

NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129N dated 15 May 97 and AIM BC 1 with the following exception: Marking, including barcoding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the specified QUP. DSCR Clause 52.211-9G22 (Sec F) applies.
**D5 52.211-9G69 BAR CODING REQUIREMENTS
FOR DIRECT VENDOR DELIVERY(DVD) SHIPMENTS
DSCR (MAY 1999)**

(a) This bar coding requirement is applicable only to shipment of material to a location other than a DLA Distribution Depot (i.e., direct vendor delivery (DVD)).

(b) In addition to other marking requirements in this contract, the following separate lines of bar coded data, with Human Readable Interpretation (HRI) printed directly below the element, shall be provided:

(1) Document number and suffix.

(2) National Stock Number (NSN) (in absence of the NSN, the CAGE and Part Number).

(3) ICP Routing Identifier Code (RIC), Unit of Issue, quantity, followed by an 'A' and eight zeros.

(c) These bar code markings shall either be placed on or printed on labels affixed to either the DD Form 250/250c or the commercial packing list. If used on DD Form 250/250c, it should be in blocks 15, 16, 17, etc. In either case, these documents shall be furnished in Packing List Envelopes affixed to the outside of the shipping container.

(d) The bar code symbology shall be Code 3 of 9 (Code 39) in accordance with AIM BC1.

NOTES:

In bar code element 1 above, the Document Number above consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above:

The RIC is S9G.

The appropriate unit of issue (U/I) will appear as a two digit alpha character.

The quantity will appear as a five-position code, including zero fillers left of the number.

The above will be followed by an 'A' and eight zeros, (e.g., 'A00000000').

NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS.

A copy of AIM BC1 is available from:

AIM USA
634 Alpha Drive
Pittsburgh, PA 15238-2802
(412) 963-8588

SECTION E

QUALITY ASSURANCE PROVISION (QAP) 251 DSCR (FEB 1997)

SECTION F

**F1BA 52.211-16 VARIATION IN QUANTITY
(APR 1984)**

(b) The permissible variation shall be limited to:
05 % (Percent) Increase 05 % (Percent) Decrease
This increase or decrease shall apply to the total item quantity for each destination for items ALL ,

**F1BB 52.211-17 DELIVERY OF EXCESS QUANTITIES
(SEP 1989)**

**F8 52.211-9G22 DSCR PALLETIZATION FOR
MIL-STD-2073 IN ACCORDANCE WITH
D001450000 REV B (97212)
DSCR (OCT 1997)**

CONTINUED ON NEXT PAGE

**F16 52.211-9G50 ORDERING OFFICE AND TIME OF
DELIVERY DSCR (NOV 1996)**

Delivery orders will be issued by DSCR and shall specify date of delivery which will not be less than

	STOCK	DVD
FOB Destination	NA days	NA days
FOB Origin	155 days	140 days

after the order is mailed to or otherwise furnished to the contractor.

**F16A 52.211-9G50 ORDERING OFFICE AND TIME OF DELIVERY
ALTERNATEI DSCR (FEB 1996)**

F28B 52.242-15 STOP WORK ORDER (AUG 1989)

F28BB 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

**F31 252.246-7000 MATERIAL INSPECTION AND RECEIVING
REPORT DFARS (DEC 1991)**

DSCR NOTES:

In addition to the distribution required in DFARS Appendix F, Tables 1 and 2, a copy of the Material Inspection and Receiving Report is required to the following address:

[x] Defense Supply Center, Richmond 1 CY
8000 Jefferson Davis Highway
Directorate of Business Operations
ATTN: Inventory Control Manager
Richmond, VA 23297-5862

[X] OTHER: NO. CY(s)
To be provided

Payment will not be made until a completed Material Inspection and Receiving Report, DD Form 250, is received by the Government. The form shall reflect that a duly authorized Government representative has inspected and accepted the supplies or has otherwise authorized acceptance.

WHEN ORIGIN INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of a Government Quality Assurance Representative (QAR).

WHEN ORIGIN INSPECTION AND DESTINATION ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signatures of both the Government Quality Assurance Representative and the Government consignee's representative.

WHEN DESTINATION INSPECTION AND ACCEPTANCE IS SPECIFIED IN THE AWARD, the form shall reflect the signature of the Government consignee's representative.

EXCEPTION: If the award is for an Indefinite Delivery Contract citing FAR Clause 52.213-1, Fast Payment Procedure, in Section I, the contractor has the option of including on the invoice the information specified in FAR 52.213-1, paragraph (c)(3), rather than submitting a DD Form

250. This option applies only to those delivery orders that specify Fast Pay. DSCR (DEC 1991)

F40 52.247-58 LOADING, BLOCKING AND BRACING
OF FREIGHT CAR SHIPMENTS (APR 1984)

F55 52.247-9G11 MANUFACTURER'S LOADING PRACTICES
DSCR (JAN 1996)

SECTION I

I8 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR
IMPROPER ACTIVITY (JAN 1997)

I16 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION
DFARS (MAR 1998)

DSCR NOTE: For obtaining DUNS refer to 52.204-6 for non-
commercial items or 52.212-1 for commercial items.
DSCR (MAY 1998)

I26 52.208-9G01 NOTIFICATION TO GOVERNMENT OF
CONTEMPLATED PRODUCTION PHASEOUT DSCR (DEC 1997)

I32C 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)

I35 52.211-5 MATERIAL REQUIREMENTS (OCT 1997)

I38 52.211-9000 GOVERNMENT SURPLUS MATERIAL DLAD (MAY 1999)

THIS CLAUSE APPLIES ONLY WHEN GOVERNMENT SURPLUS MATERIAL
IS OFFERED

(a) With respect to the SURPLUS SUPPLIES being
offered, the Offeror represents that:

(1) The SURPLUS SUPPLIES are unused and in good
condition.

(2) The SURPLUS SUPPLIES were purchased by the
Offeror from the Government selling agency or other source
identified below. (If the SURPLUS SUPPLIES were purchased
from a Government selling agency identify the agency, the
contract date, and the contract number. If the supplies
were purchased from the Government by a source other than
the Offeror, also identify that source and its address.
If complete information is not available, attach an
explanation as to when, where and how the property was
acquired).

GOVERNMENT SELLING AGENCY CONTRACT DATE CONTRACT NUMBER
OR OTHER SOURCE (MONTH/YEAR)

(3) The SURPLUS SUPPLIES

(i) [] have, [] have not been
altered, modified or refurbished, and

(ii) [] do, [] do not contain cure
dated components. (If the SURPLUS SUPPLIES are to be
reconditioned or altered, attach complete description of
the work to be done.)

(4) The SURPLUS OFFEROR

[] has, [] does not have the
supplies. (If the Offeror does not have the supplies,
attach an explanation as to how the offered quantities will
be secured.)

(5) If SURPLUS SUPPLY ITEMS have data plates
attached, the Offeror has furnished a copy of information
contained thereon, which is stated below:

(6) The offered SURPLUS SUPPLY ITEM(S)

[] are, [] are not in their
original package. (If the original package is being used,
state below all original markings and data, including
original contract number, cited on the package, and provide

a copy or facsimile of package markings.)

CONTRACT NSN CAGE CODE PART NUMBER OTHER MARKINGS/DATA
NUMBER

CONTINUED ON NEXT PAGE

(b) The Offeror agrees that in the event of award
and notwithstanding the provisions of this solicitation,
inspection and acceptance of the SURPLUS SUPPLIES will
be performed at origin or destination subject to all
applicable provisions for origin or destination inspection.

(c) Failure to provide the information requested
by this clause may result in rejection of the offer for
failure to meet the requirements of the solicitation.

DSCR NOTE: For electronic quotes, if the information
requested by this clause cannot be submitted with your
offer, it must be submitted off-line to the contracting
officer prior to the solicitation closing date.

Awards authorizing the furnishing of surplus material will
contain a special surplus material Quality Assurance
Provision (QAP) in lieu of the QAP (if any) specified in
the solicitation. A copy of the surplus QAP is available
from the Contracting Officer upon request.

DSCR (MAY 1999)

I41F 52.211-9G70 PACKAGING PILOT PROGRAM FOR
ALLIED SIGNAL AND GENERAL ELECTRIC (JUN 1999)

I50P 52.215-21 REQUIREMENTS FOR COST OR PRICING
DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -MODIFICATIONS (OCT 1997)

DSCR NOTE: The Standard Forms (SF) 1411 and 1448 have been
eliminated and are no longer available for use. Offerors
must prepare and submit cost or pricing data and supporting
attachments as specified in Table 15-2 of FAR 15.408,
unless an exception applies or cost or pricing data is
required to be submitted on one of the termination forms as
specified in FAR Subpart 49.6. When an exception applies,
offerors must submit information other than cost or pricing
as prescribed in paragraph (a) of clause 52.215-21 above.
Submission of information other than cost or pricing data
does not preclude the Contracting Officer from requiring
cost or pricing data under paragraph (b) of clause 52.215-
21 above. DSCR (MAR 1999)

I66 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this
contract shall be ordered by issuance of delivery orders or
task orders by the individuals or activities designated in
the Schedule. Such orders may be issued --

FROM: DATE OF CONTRACT AWARD

THROUGH: 730 DAYS AFTER CONTRACT AWARD

DSCR NOTE: Ordering period above is based upon the
assumption that an award will be made by 15 DEC 99 . The
ordering period specified in paragraph (a) above will be
extended by the number of calendar days after the
assumption date that the contract is, in fact, awarded.

I67 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires
supplies or services covered by this contract in an amount
of less than as stated on CBD for DVD or Stock, the
Government is not obligated to purchase, nor is the
Contractor obligated to furnish, those supplies or services
under the contract.

I67A 52.216-19 DSCR NOTE POPS - MINIMUM ORDER QUANTITY
DSCR (AUG 1990)

FAR Clause 52.216-19, above, provides for a minimum
delivery order amount of \$ See CDB notice .
Notwithstanding such minimum order amount, the minimum
order quantity per delivery order shall be not less than
the Quantity Unit Pack (QUP) quantity (manufacturer's
standard pack for items without an identified QUP) and all
orders will be in multiples of the QUP.

I68 52.216-21 REQUIREMENTS (OCT 1995)

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after 30 days from the date of contract expiration.

**I84BB 52.216-9G11 COMMERCIAL PRICE REDETERMINATION-
ALTERNATE II PROSPECTIVE DSCR (NOV 1999)**

(a) General. The unit prices and the total price stated in this contract shall be periodically redetermined in accordance with this clause except that:

(1) the prices for supplies and services ordered before the first effective date of price redetermination [see paragraph (b) of this clause] shall remain fixed and

(2) In no event shall the total amount paid under this contract exceed any ceiling price included in the contract (paragraph g).

(b) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods that correspond to the option periods. The first period is established on a firm fixed price basis and shall extend from the date of the contract award to 730 days. Each succeeding period shall extend 12 months from the end of the last preceding period. The first day of the succeeding period shall be the effective date of price redetermination for that period.

(c) Data submission.

(1) Not more than 120 days nor less than 60 days before the end the base period or each redetermination period, except the last, the Contractor shall submit proposed prices for supplies or services that may be ordered in the next succeeding period.

(2) The Contractor shall also submit documentation to support the requested price increase/decrease (i.e., commercial price list changes; GSA price changes if items are also on a GSA contract; informal cost information if same was provided and utilized to determine the original contract prices as fair and reasonable).

(3) If the Contractor fails to submit the data required by subparagraphs (1) and (2) above, within the timespecified, the contract will expire.

(d) Price redetermination. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies or services that may be ordered in the period following the effective date of price redetermination.

(e) Contract modifications. Each negotiated redetermination of prices shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer, stating the redetermined prices that apply during the redetermination period. Once signed, the prices for the option period are considered firm fixed price.

(f) Disagreements. If the Contractor and the Contracting Officer fail to agree upon redetermined prices within 60 days after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes Clause. For the purpose of paragraph (e) above, and pending final settlement of the disagreement on

CONTINUED ON NEXT PAGE

appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification. Pending final settlement, price

redetermination for Subsequent periods, if any, shall continue to be negotiated as provided in this clause.

(g) Ceiling prices. Redetermined price(s) will not exceed a 10 percent increase over the preceding ordering period price(s). There will be no limitation on price decreases.

(h) Price reductions. Notwithstanding the provisions of this clause, DSCR will accept contractor-offered price reductions throughout the life of the contract.

**I90A 52.217-9G07 OPTION TO EXTEND THE TERM
ALTERNATE I OF THE CONTRACT - COMMERCIAL PRICE
REDETERMINATION DSCR (NOV 1999)**

(a) The Government will initiate a bilateral modification to extend the term of this contract no later than 30 days prior to the expiration of the contract; provided, that the Government shall give the contractor a preliminary written notice of its intent to extend at least 120 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision. Each exercise of this option, if any, will extend the term of this contract by 12 months. The total duration of this contract, including the exercise of all options under this clause, shall not exceed 60 months.

(c) The prices under each option extension shall be the redetermined prices established in accordance with Clause 52.216-9G11 ALT II in Section I of the contract.

**I92F 52.217-9G20 ADDITION/DELETION OF ITEMS ON
CONTRACT (JUN 1994)**

**I102B 52.219-16 LIQUIDATED DAMAGES -SUBCONTRACTING
PLAN (AUG 1998)**

NOTE If this solicitation is awarded to a company which has been verified as selected for participation in the test program (effective 1 Oct 90 thru 30 Sep 00) authorized by Section 834 of Public Law 101-189 and as having a comprehensive subcontracting plan approved under such program, Clause 52.219-16 Liquidated Damages - Subcontracting Plan (AUG 1998) is not applicable to the contract. DSCR (AUG 1998)

**I108 252.219-7004 SMALL, SMALL DISADVANTAGED AND
WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST
PROGRAM) DFARS (JUN 1997)**

I137 52.225-10 DUTY-FREE ENTRY (APR 1984)

**I143 252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE
ENTRY DFARS (MAR 1998)**

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act -- Trade Agreements -- Balance of Payments Program clause or the Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry: ALL-various

**I144 252.225-7009 DUTY-FREE ENTRY-QUALIFYING
COUNTRY SUPPLIES (END PRODUCTS
AND COMPONENTS) DFARS (MAR 1998)**

(f) All shipping documents submitted to Customs, covering foreign end products or supplies for which duty-free entry certificates are to be issued under this clause shall--

(f)(2) Include the following information--

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv)(A) For direct shipments to a U.S. military installation, the notation:

UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify --

Commander
Defense Contract Management Command (DCMC) New York
ATTN: Customs Team, DCMCN-GNIC
207 New York Avenue
Staten Island, NY 10305-5013

-- for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, Defense Contract Management Command (DCMC) New York, for execution of the duty-free certificate.

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMC Dayton, S3605A.

I145 252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS DFARS (MAR 1998)

(e) To properly complete the shipping document instructions as required by paragraph (f) of the Duty-Free Entry clause, the Contractor shall insert --

Defense Contract Management Command (DCMC) New York
ATTN: Customs Team, DCMCN-GNIC
207 New York Avenue
Staten Island, NY 10305-5013

as the cognizant contract administration office (for paragraph (f) only) in those cases when the shipment is consigned directly to a military installation. When the shipment will be consigned to a location other than a military installation, e.g., a domestic contractor's plant, change the shipping document notation required by paragraph (f) of the clause to insert the name and address of the Contractor, agent or broker that will prepare the customs documentation for execution of the Duty-Free Entry certificates. In either case, the shipping documents will contain the following items in addition to those required by paragraph (f) of the Duty-Free Entry clause:

(1) Delivery order number on the Government prime contract, if applicable;

CONTINUED ON NEXT PAGE

(2) Number of the subcontract/purchase order for foreign supplies, if applicable;

(3) Activity address number of the contract administration office actually administering the prime contract, e.g., for DCMC Dayton, S3605A.

I193 52.232-17 INTEREST (JUN 1996)

I205 52.242-10 F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (APR 1984)

I206 52.242-13 BANKRUPTCY (JUL 1995)

I206D 252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS DFARS (DEC 1991)

The contractor shall request Government bills of lading by submitting a DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the--

(a) Transportation Officer, if named in the contract schedule; or

(b) Contract administration office.

I237E 52.246-9G33 MISDIRECTED SHIPMENTS DSCR (JAN 1996)

I237G 52.246-9G36 CONFIGURATION CONTROL DSCR (OCT 1998)

I238 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

I242 52.248-1 VALUE ENGINEERING (MAR 1989)

I248 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Federal Acquisition Regulation (FAR) <http://www.arnet.gov/far>
DoD FAR Supplement (DFARS) <http://www.acq.osd.mil/dp/dars/dfars.html>

DSCR Master Solicitation organized as follows: <http://www.dscr.dla.mil/procurement/mastersol.htm>

Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.

Section 2: Full text Quality Assurance Provisions (QAPs)

Section 3: Shipping/scheduling information for freight shipments destined for stock locations (Form P41 reference for freight shipments).

DLA site with links to all of the above <http://www.procregs.hq.dla.mil/icps.htm>

DSCR NOTE: Where only a portion of text is included in the solicitation/award document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS clause, the text as included in the solicitation/award is not intended to be represented as the full text of the clause.

SECTION K

K6 52.207-4 ECONOMIC PURCHASE QUANTITY -SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisition in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K8 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS (MAR 1998)

K13A 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

[] intends, [] does not intend

(check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE: (STREET ADDRESS, CITY , COUNTY, STATE
ZIP CODE)

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR
FACILITY IF OTHER THAN OFFEROR OR QUOTER.

K13B 52.215-6

DSCR NOTE: The Department of Labor Regional Office requires the number of employees for each place of performance cited in 52.215-6 above. Please indicate the number of employees below:

PLACE OF PERFORMANCE NUMBER OF EMPLOYEES

DSCR (DEC 1997)

K29 252.225-7000 BUY AMERICAN ACT - BALANCE OF
PAYMENTS PROGRAM CERTIFICATE DFARS (SEP 1999)

(c) (2) The Offeror certifies that the following end products are qualifying country end products:

CONTINUED ON NEXT PAGE

QUALIFYING COUNTRY END PRODUCTS

Line Item Number Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number Country of Origin
(If known)

K30 252.225-7006 BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS
PROGRAM CERTIFICATE DFARS (MAR 1998)

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as 'U.S. made end products' but do not meet the definition of 'domestic end product':

(Insert Line Item No.)

(ii) The Offeror certifies that the following supplies are qualifying country end products:

(Insert Line Item No.)

(Insert Country of Origin)

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

(Insert Line Item No.)

(Insert Country of Origin)

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert Line Item No.)

(Insert Country of Origin)

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert Line Item No.)

(Insert Country of Origin)

(vi) The following supplies are nondesignated country end products.

(Insert Line Item No.)

(Insert Country of Origin)

K30D 252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S
REPUBLIC OF CHINA DFARS (FEB 1999)

K38 52.247-9G17 PRODUCTION FACILITIES DGSC (JAN 1992)

(a) Shipping Point:

ITEM NUMBER PLANT NAME ADDRESS (STREET, CITY PHONE
COUNTY, STATE, ZIP CODE) NUMBER

(b) Place of Inspection (Supplies):

ITEM NUMBER PLANT NAME ADDRESS (STREET, CITY PHONE
COUNTY, STATE, ZIP CODE) NUMBER

(c) Place of Inspection (Packaging/Packing Point):

ITEM NUMBER PLANT NAME ADDRESS (STREET, CITY PHONE
COUNTY, STATE, ZIP CODE) NUMBER

(d) Railroad Sidings:

ITEM NO.	LOADING POINT NAME AND ADDRESS	SIDING (CHECK ONE)	RAILROAD
_____	_____	[] Private [] Public	_____
_____	_____	[] Private [] Public	_____
_____	_____	[] Private [] Public	_____

SECTION L

L2 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY
(CAGE) CODE REPORTING DFARS (AUG 1999)

L40A 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(c) Facsimile receiving data and compatibility characteristics are as follows:

Telephone number of receiving facsimile
equipment: (804) 279-4165

**L50C 52.215-20 REQUIREMENTS FOR COST OR PRICING
DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
(OCT 1997)**

DSCR NOTE: The Standard Forms (SF) 1411 and 1448 have been eliminated and are no longer available for use. Offerors must prepare and submit cost or pricing data and supporting attachments as specified in Table 15-2 of FAR 15.408, unless an exception applies or cost or pricing data is required to be submitted on one of the termination forms as specified in FAR Subpart 49.6. When an exception applies, offerors must submit information other than cost or pricing as prescribed in paragraph (a) of provision 52.215-20 above. Submission of information other than cost or pricing data does not preclude the Contracting Officer from requiring cost or pricing data under paragraph (b) of provision 52.215-20 above. DSCR (MAR 1999)

**L54 52.217-9002 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART
NUMBERED ITEMS DLAD (NOV 1998)**

(a)(8) ☐ Exact Product Applicable to
CLIN(s) _____
☐ Alternate Product Applicable to
CLIN(s) _____
CONTINUED ON NEXT PAGE
(d) CLIN NR.(s) _____
HAVE BEEN PREVIOUSLY FURNISHED OR EVALUATED AND APPROVED
UNDER CONTRACT/SOLICITATION NR. _____

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DSCR NOTE: In reference to the first sentence of paragraph (g) of the above clause, DSCR defines a reasonable time as 10 calendar days after submittal of contractor's quotation/proposal to DSCR. DSCR (OCT 1998)

**L58 52.217-9G04 FLIGHT SAFETY CRITICAL PART, CRITICAL APPLICATION, ITEM
DOCUMENTATION REQUIREMENTS
DSCR (MAY 1998)**

(g) The offeror shall check below the CATEGORY that applies and include this part of the provision, as well as the additional required documentation, in support of the source approval request.

CATEGORY I ☐
CATEGORY II ☐
CATEGORY III ☐
CATEGORY IV ☐

**L65 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB
1999)**

L75BD 52.233-9G02 MEDIATED AGENCY PROTESTS (JAN 1999)

Offerors protesting this procurement may file a protest

(1) with the General Accounting Office, or (2) with the contracting officer, or (3) pursuant to Executive Order 12979, with DSCR for a decision at a level above the contracting officer to be resolved through mediation. Mediation involves a neutral, called a mediator, who assists both parties as they try to resolve their conflict and produce a solution that is acceptable and beneficial to both. The mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. The mediator will contact the protester within 5 days of receipt of the protest to establish a date for the mediation. The mediation will be held within 30 days of receipt of the protest. Though mediation is the preferred method of resolving procurement protests filed pursuant to Executive Order 12979, the protester may elect to receive, upon written request, a written decision by the appropriate official at a level above the contracting officer based on the written record without the use of mediation.

A protest filed pursuant to Executive Order 12979 shall be addressed to:

Contracting Officer
Defense Supply Center Richmond
ATTN: DSCR-JLP
8000 Jefferson Davis Highway
Richmond, VA 23297-5878

and must clearly state it is a 'Mediated Agency Protest under Executive Order 12979.' In addition, the protest shall include (1) the name, address, fax and telephone numbers of the protester, (2) the solicitation or contract number, (3) a detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester, (4) a statement as to the form of relief requested, (5) a statement electing to resolve the protest either through mediation or a written decision on the written record, (6) all information establishing that the protester is an interested party for the purpose of filing a protest, (7) all information establishing the timeliness of the protest, and (8) copies of relevant documents. The contracting officer will forward the protest to the appropriate official at a level above the contracting officer. Absent a clear indication of the intent to file a protest pursuant to Executive Order 12979, protests will be presumed to be protests to the contracting officer.

**L79A 52.245-9G16 USE OF GOVERNMENT OWNED SPECIAL TOOLING OR TEST EQUIPMENT
DSCR (JAN 1996)**

L82 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) <http://www.arnet.gov/far>

DoD FAR Supplement (DFARS) <http://www.acq.osd.mil/dp/dars/dfars.html>

DSCR Master Solicitation organized as follows: <http://www.dscr.dla.mil/procurement/mastersol.htm>

Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.
Section 2: Full text Quality Assurance Provisions (QAPs)
Section 3: Shipping/scheduling information for freight shipments destined for stock locations
(Form P41 reference for freight shipments).

DLA site with links to all of the above <http://www.procregs.hq.dla.mil/icps.htm>

DSCR NOTE: Where only a portion of text is included in the solicitation document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS provision, the text as included in the solicitation is not intended to be represented as the full text of the provision.

SECTION M

**M3B 52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS OF SURPLUS MATERIAL
DLAD (NOV 1998)**

M10F 52.215-9G05 AUTOMATED BEST VALUE MODEL DSCR (NOV 1996)

(a) Award. The award against this solicitation shall be made based on a comparative assessment of offerors' prices and past quality and delivery performance. Price and past performance are the primary evaluation factors. The award may be made to other than the low-priced, technically acceptable responsible offeror. For this award, price and performance factors will be evaluated equally unless a different order of precedence is indicated below:

☐ Performance is of greater importance than price.

☐ Price is of greater importance than performance.

For this award, the performance factor considers quality performance and delivery performance to be of equal value unless otherwise indicated below:

☐ Quality performance is of greater importance than

delivery performance.

☐ Delivery performance is of greater importance than quality performance.

M12B 52.216-9G13 EVALUATION - REQUIREMENTS CONTRACT
DSCR (JAN 1996)

Offers will be evaluated on the basis of the estimated annual quantity. If quantity breaks are offered with various prices, the highest price offered will be used for evaluation.

M13 52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

CONTINUED ON NEXT PAGE

M19D 252.225-7003 INFORMATION FOR DUTY-FREE ENTRY
EVALUATION DFARS (MAR 1998)

(a) Does the offeror propose to furnish --

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause of this solicitation?

☐ YES ☐ NO

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

☐ YES ☐ NO

(2) Has the duty on such foreign supplies been paid?

☐ YES ☐ NO

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$ _____

M26A 52.245-9G17 USE OF GOVERNMENT OWNED SPECIAL TOOLING OR TEST EQUIPMENT -
EVALUATION OF OFFERS DSCR (JAN 1996)

M29 52.247-50 NO EVALUATION OF TRANSPORTATION COSTS
(APR 1984)

END